Permit #S00090280

FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: S00090280 **Type of Permit:** STILL **Release Date:** 03/04/2015

Production Company DEWHURST PHOTOGRAPHY

Insured Company Name DEWHURST PHOTOGRAPHY
Contact Phone No. 1 909-622-7593
Contact Phone No. 2
Fax 909-634-7878
Address 64 WESTBROOK LANE
PHILLIPS RANCH, California 91766

Production Title LEXUS RX

Type of Production Still Photo

Producer David Dewhurst

Director David Dewhurst

1st AD Scott Sesma

Production Manager David Dewhurst

FilmL.A. Coordinator Sophia Alexander

Location Manager David Dewhurst
Primary Phone Mobile - 909-319-9570
Secondary Phone

Location Assistant Greg Robinson
Primary Phone Mobile - (562) 420-2276
Secondary Phone

Fees

FILMLA STILL APPLICATION FEE	$60.00
ONTARIO TERMINAL INTERIOR USE FEE	$600.00
ONTARIO ADMINISTRATIVE FEE	$672.00
ONTARIO AIRPORT SUPERINTENDENT	$1,271.66
ONTARIO AIRPORT SAFETY OFFICER	$1,048.24
ONTARIO AIRPORT MAINTENANCE SUPERVISOR	$904.00
ONTARIO ELECTRICIAN	$813.84
ONTARIO PRODUCTION VEHICLE (UNDER 5 TON)	$30.00
ONTARIO AUTOMOBILE PARKING	$72.00
ONTARIO LAWA VEHICLE	$39.00

Total Permit Fee $5,510.74

Number of Locations 1

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Summary Information — Location

Location 1 of 1

Permit Number	S00090280	**Location Manager**	David Dewhurst
Production Company	DEWHURST PHOTOGRAPHY	Primary Phone	Mobile - 909-319-9570
Insured Company	DEWHURST PHOTOGRAPHY	Secondary Phone	
Production Title	LEXUS RX		

Location Address 1923 E. Avion Street, Ontario, CA, 91761

Location Name LA/ONT AIRPORT

Location Type Airport

Film Dates 3/5/2015 - 3/5/2015 07:00 - 19:00 1 day

Open or Closed to the Public Closed

Generic Conditions
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents
Ontario Airport Letter of Intent.pdf
LA-ONT FILM PERMIT TERMS AND CONDITONS 10-13-11 (1).pdf
DEWHURST PHOTOGRAPHY.pdf
Revised Terms & Condition e delivery.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	2
Motor Homes	1
Trailers	1

Personnel on Location

Type	Quantity
Crew	6
LA City UFSO assigned	34999

Filming Activities Camera on sticks;

Jurisdiction **Political:** Los Angeles County - Supervisor District 5 **Police:** LAWA Police **Fire:** Ontario Fire Department

Location Notes Filming at Ontario Airport requires a dual permit with the City of Ontario

Approvals

LA/ONTARIO INTERNATIONAL AIRPORT	Michael Vas
LOS ANGELES CITY FIRE DEPARTMENT - FILM UNIT	Jazmyn Davis
LOS ANGELES CITY POLICE DEPARTMENT	Gabriel Aleman

Coordinator Note A UFSO IS REQUIRED 03/05/2015, 0700HRS - 1900HRS.

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

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DEWHURST PHOTOGRAPHY

2/13/15
Ontario International Airport

Letter of Intent

Dewhurst Photography still photo shoot on March 5th inside Ontario Airport Hanger.

a.) Production date is 3/5/15
b.) Arrival at 7am Departure 7pm
c.) 6 total crew members. 4 crew cars.
d.) Two picture cars. One motorhome for bathroom.
e.) Still Photography.
f.) No lighting or HVAC requests. Power for lights provided by own generator.
g.) No props in use.
h.) No aircraft use.
i.) No special effects.
j.) No Animals.
k.) No facility alterations. Crew will remove all trash.
l.) No stunts.
m.) No simulated firearms.

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64 Westbrook Lane, Phillips Ranch, CA 91766 USA (909) 319-9570. david@dewhurstphoto.com

CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS

FILM PERMIT

The Board of Airport Commissioners Resolution No. 18978 and Resolution No. 22979 authorize:

> The Executive Director, or designee, to issue permits for the use of all facilities under the control and jurisdiction of the Department of Airports for the purpose of taking motion pictures or still photographs for commercial use, subject to the approved terms and conditions specified by the Executive Director, or his/her designee.

Described below are the conditions, procedures, and policies governing obtaining and using a valid film permit with the City of Los Angeles, Department of Airports a.k.a. Los Angeles World Airports (hereinafter referred to as "LAWA").

1. All permits shall be issued by the Executive Director, or his/her designee (hereinafter collectively referred to as "Executive Director"), subject however, to the right of the Executive Director to specify which facilities/locations may be used, the hours during which the facilities/locations may be used, and to impose such conditions in each instance as are necessary to ensure that the operations approved shall not interfere with the integrity of the ongoing operations of aviation commerce related activities or the safety of such operations, nor unduly inconvenience the public using the terminal facilities. Notwithstanding the foregoing, Dewhurst Phot (hereinafter referred to as "Production Company") use of the Los Angeles International Airport (hereinafter referred to as "LAX"), LA/Ontario International Airport (hereinafter referred to as "ONT"), Palmdale Regional Airport (hereinafter referred to as "PMD") and/or Van Nuys Airport (hereinafter referred to as "VNY) airport facilities shall take place at the dates and times to be agreed upon by the parties pursuant to good faith negotiations. LAWA acknowledges and agrees that it will undertake to make good faith efforts, consistent with its business necessities and security considerations, to provide Production Company with film permits providing access to the portions of LAX, ONT, PMD, and/or VNY (hereinafter referred to collectively as "Airport") requested by Production Company, on a schedule consistent with Production Company's production schedule. To the extent it is unable to do so at any particular time, LAWA shall endeavor to notify Production Company on a timely basis if it is unable to provide Production Company with such access with sufficient notice to Production Company to enable it to make other arrangements for a particular shoot or episode. LAWA acknowledges and understands that Production Company has relied on this promise of access in order to film Lexus Cars (hereinafter referred to as "Program"). LAWA shall not withdraw or withhold such access or withhold any permit other than on emergency or security based grounds, or LAWA's sole discretion for a breach of this Agreement.

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2. Permits must be obtained by airport tenants (Airlines, Fixed Base Operators, Concessionaires, etc.) for all film/photographic/video production work being conducted on property leased at the Airport under the control and jurisdiction of LAWA.

3. Production activities shall not disrupt ongoing airport/airline operations.

4. Production Company is responsible for all Production Persons in attendance at the Airport filming location. The term Production Persons shall be defined as including, but not limited to the following: executive producer, producer, director, assistant director, cast, crew, agents, contractors, subcontractors, clients and invitees of the Production.

5. Production Persons must strictly confine themselves to the designated area which has been permitted/approved for production related activities.

6. Production Company shall make the script available to the Film Coordinator as follows: (i) the Film Coordinator will contact Production Company and will provide Production Company with dates and times that the Film Coordinator is available to read the script; provided, however, that the actual date and time that Production Company will make the script available will be in Production Company's reasonable discretion, taking into consideration Film Coordinator's request; (ii) Production Company will provide access to the script for a reasonable amount of time at LAWA; (iii) the Film Coordinator will be monitored by Production Company or Production Company's designee while the Film Coordinator is reading the script; and (iv) the Film Coordinator will not copy the script or any portion thereof, but the Film Coordinator may take general handwritten notes solely regarding Film Coordinator's concerns with respect to the safety of the Airport property, such as the presence of guns and animals on the Set, which such notes will be subject to review by Production Company or Production Company's designee before Film Coordinator leaves the script review location. In the event there are any material changes to the script, Production Company will provide the Film Coordinator with the pages of the script containing such material changes for review pursuant to the procedures set forth above. Notwithstanding the foregoing, the Film Coordinator acknowledges and agrees that the Film Coordinator will not directly or indirectly issue, or cause or permit the issuance of any publicity, press release, disclose any information, or other public disclosure regarding the script and/or Production Company's business or production methods. LAWA agrees that it does not have the right to any creative control over the content of the Program or any advertising or promotion for the Program.

7. Production Company shall provide in writing to the Film Coordinator, a 'letter of intent' containing the following information:

a) number of cast and crew/personnel, clients/invitees
b) production dates (specify prep, strike and filming)
c) arrival and departure hours

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d) number and type of production vehicles
e) items of equipment to be used, e.g. cranes, scissor lifts, etc.
f) lighting requests
g) identification and use of large, disruptive, and/or hazardous props, e.g. weapons, picture vehicles, etc.
h) aircraft (specify type and use)
i) special effects requests, e.g. rain/smoke, explosives, etc.
j) identification and use of animals
k) alteration requests, e.g. painting/sign removal, etc.
l) stunt requests

8. Production Company will be charged for the use, if any, of airport personnel, airport vehicles, production vehicle parking, and/or for any facility or location usage. An additional fifteen percent (15%) administration fee will be added to any charge for any of the aforesaid. The estimate of charges will be provided by the Film Coordinator to the Production Company prior to the production start date.

9. All payments for fees due LAWA, shall be made in advance, unless credit arrangements, satisfactory to the Executive Director, are made in advance. Deposits guaranteeing payment of fees and charges in an amount equivalent to one hundred twenty percent (120%) of the estimated charges will be required prior to production start. Excess deposits will be refunded upon completion of the billing process.

10. Cancellations or charges in production starting times which are made within twenty four (24) hours of the scheduled production date will cause the Production Company to be charged for Airport personnel assigned for the day of production in question.

11. The determination as to the necessity of the use of personnel of LAWA shall rest with the Executive Director whose decision shall be final and conclusive.

12. Production Company shall provide evidence of insurance, which is satisfactory to the Executive Director prior to entering upon Airport property for film/photographic/video/production/pre-production purposes. Insurance requirements are determined by the Executive Director and include where specified: Comprehensive General Liability, Excess/Umbrella Liability, Comprehensive Automobile Liability, Workers Compensation and Aviation/Aircraft Liability.

13. When activity is conducted in a security identification display area or any sterile area of the Airport, the Production Company must meet current Federal Aviation administration, Transportation Security Administration, and Airport security requirements.

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14. Production Company shall furnish the Executive Director with a complete written list of full legal names of all Production Persons who will be in attendance at the Airport location.

15. Each production person shall provide photo identification and submit to personal search if asked to do so by the Executive Director acting within applicable federal, state, and/or municipal statutes, codes, ordinances, and/or guidelines.

16. All production vehicles, including picture vehicles and private vehicles shall be subject to search.

17. All Production Persons are required to wear badges for identification purposes when not acting in a scene. These badges must be made to comply with specifications including but not limited to those size, color, material, etc., to be determined by the Executive Director.

18. Production Company shall provide and display disclaimer placards when directed to do so by the Executive Director.

19. In addition to the Insurance requirements herein, Production Company shall, to the fullest extent permitted by law, defend, indemnify and hold harmless City and any and all of City's Boards, officers, agents, employees, assigns and successors in interest from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to, attorney's fees and costs of litigation), claimed by anyone (including Production Company and/or Production Company's agents or employees) by reason of injury to, or death of, any person(s) (including Production Company and/or Production Company's agents or employees), or for damage to, or destruction of, any property (including property of Production Company and/or Production Company's agents or employees) or for any and all other losses, founded upon or alleged to arise out of, pertain to, or relate to the Production Company's activities at Airport, whether or not contributed to by any act or omission of City, or of any of City's Boards, officers, agents or employees.

In addition, Production Company agrees to protect, defend, indemnify, keep and hold harmless City, including its Boards, Departments and City's officers, agents, servants and employees, from and against any and all claims, damages, liabilities, losses and expenses arising out of any threatened, alleged or actual claim that the end product provided to LAWA by Production Company violates any patent, copyright, trade secret, proprietary right, intellectual property right, moral right, privacy, or similar right, or any other rights of any third party anywhere in the world. Production Company agrees to, and shall, pay all damages, settlements, expenses and costs, including costs of investigation, court costs and attorney's fees, and all other costs and damages sustained or incurred by City arising out of, or relating to, the matters set forth above in this paragraph of the City's "Hold Harmless" agreement.

DRAFT PERMIT

In Production Company's defense of the City under this Section, negotiation, compromise, and settlement of any action, the City shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals there from, as required by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

Production Company's indemnification and hold harmless of LAWA shall include Production Company's obligations under the Visual Artists' Rights Act of 1990 (as amended), 17 U.S.C. 106A, et seq., or California Code Section 980, et seq. (hereinafter collectively referred to as "VARA") for any items that may be covered thereunder that are located on or about the Airport, including, but not limited to, any murals at Airport and the lighted columns/pylons at the eastern ingress/egress to LAX. Production Company shall obtain such releases and waivers as required by the artist of any such items at Airport. Said releases and waivers shall be in full compliance with VARA and shall name City as a party for which the waiver applies.

The provisions of the indemnity and hold harmless provisions hereof shall survive the termination of this Permit.

20. Production activity involving special effects, stunts, props, property use and facility involving cast or other Production Persons, shall be kept away from public view at the discretion of the Executive Director.

21. No weapons/ammunition of any kind, either functional or non-functional, may be brought to Airport property without the permission of the Executive Director, such permission shall not be unreasonable withheld. Handling, usage and storage shall be determined by the Executive Director.

22. All special effects, stunts, lighting, props (including vehicles, aircraft and animals) and property use, shall be assessed on an individual basis. Permission for usage/employment shall be granted at the discretion of the Executive Director, or his/her designee. The time, place and manner of usage/handling shall be reasonably determined by the Executive Director.

23. No animals, other than professionally trained animals, which shall be under the supervision, handling, and care of a professional trainer/handler at all times, shall be brought onto Airport property without prior approval of the Executive Director.

24. All Fire Safety rules and regulations shall be adhered to by Production Company. Production Company shall contact the Fire Department jurisdictional representative specified for the particular filming location. Fire Department representative Information may be obtained from the Film Coordinator.

25. Smoking is prohibited in all restricted areas. Restricted areas include the Air Operations Area and buildings owned by LAWA.

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26. All cable shall be flown, unless otherwise specified.

27. No person shall drive or walk on the airfield unless under positive escort, or explicit permission is granted by the Executive Director.

28. No privately owned vehicles shall be allowed on the Air Operations Area.

29. Production vehicle curbside parking shall be limited to 'key' vehicles, e.g. camera truck. Key vehicles will be determined by the Executive Director. These vehicles must be attended at all times.

30. LAWA reserves the right to photograph, film or videotape production activity when taking place at facilities under its control. LAWA shall not film, photograph or videotape (hereinafter collectively referred to as "filming") while the Production Company is filming scenes without the permission of the Production Company.

31. Filming/photography/videotaping of the security screening areas or in the security screening areas, is prohibited.

32. LAWA acknowledges and agrees that (i) all rights of every kind in and to all photography and sound recordings made pursuant to the terms and conditions of this Permit, which may include the designation signs, directional signs, and/or welcoming signs (including the freestanding "Welcome to LAX" sign located at the entrance to LAX) on or about Airport that are owned by LAWA shall be solely owned in perpetuity by Production Company and its licensees, successor and assigns ("Successors") for use in the Program, in advertising and promotion of the Program in any media whatsoever, whether now known or as hereafter devised and/or developed; (ii) neither LAWA nor any tenant or other party now or hereafter having an interest in the Airport, nor any party claiming through or under any of the foregoing, shall have any interest or claim in any such rights.

33. Any alteration, relocation or removal of Airport property, i.e., painting, carpeting, set dressing, shall be done only with the permission of and under the supervision and direction of the Executive Director.

34. All production locations shall be left in, or restored to the original condition by the Production Company via the means and manner determined by the Executive Director, unless otherwise specified.

35. Production Company shall provide sufficient trash receptacles for filming location and remove same from Airport property. Film Coordinator or his/her designee shall inspect and approve the clean-up effort upon completion.

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36. Use of Airport equipment, electricity, water, and property (other than structures) e.g. escalators, baggage, carousels, etc., is prohibited without prior permission from the Film Coordinator.

37. Production Company directional signs placed along route to and from production location must be removed upon completion of production.

38. All Production Persons are required to be familiar with and obey the rules contained herein. Additionally, said Production Persons shall comply with the Airport security requirements in effect at the time of production.

39. Cooperation shall be given to all Federal Agencies.

40. The LOS ANGELES WORLD AIRPORTS appreciates being credited in commercial production projects whenever possible. Please identify in the following manner: PRODUCTION ASSISTANCE PROVIDED BY LOS ANGELES WORLD AIRPORTS.

41. Production permit may be terminated by the Executive Director for failure to comply with the above-mentioned conditions, procedures and policies. In the case of any failure to comply that does not pose a threat to the safety or security of the airport, or of disrupting its activities, or of violating FAA or other federal, state or municipal statutes and/or codes, Production Company shall be given written notice of such failure, and an opportunity to cure within twenty-hour (24) hours of receipt of such notification.

42. The breach, revocation, voiding, and/or cancellation of this Agreement shall not affect Production Company's rights under this paragraph with respect to photographs, films, and/or recordings already made. LAWA acknowledges and agrees that scenes filmed at Airport for use in the Program may be identified within the Program as taking place at _____.

43. If any provision of this Agreement is determined to be void by any Court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other remaining provisions shall remain in full force and effect.

44. This Agreement shall be construed in accordance with the laws of the State of California. Venue shall lie in the appropriate U.S Federal or California Superior Court located in the County of Los Angeles. The prevailing party in any action to enforce its rights under this Agreement shall be entitled to costs of suit and reasonable attorneys' fees and costs.

45. Production Company shall, unless otherwise exempted in accordance with the provisions of the Ordinance, be subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as

NOT A PERMIT

amended from time to time. Production Company agrees that during the term of this Permit, it will comply with the EBO. Production company agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

> "During the performance of a Contract with the City of Los Angeles, the Contractor/Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-6480."

46. Production Company agrees that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in any contract, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted on the Airport. Further, Production Company or any person claiming under or through Production Company shall not establish or contract any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of contractors, subcontractors, or vendees. Any assignment or transfer, which may be permitted under this Permit, shall also be subject to all provisions contained in Los Angeles City Administrative Code, Section 10.1, et al.

47. During the term of this Permit, Production Company agrees and obligates itself not to discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition. Production Company shall take affirmative action to insure that applicants for employment are treated, during the term of this Permit, without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code, Sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

48. If the total payments made under this Permit are One Thousand dollars ($1,000) or more, this provision shall apply. During the term of this Permit, Production Company agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), which is incorporated herein by this reference. The failure of Production Company to comply with the Equal Employment Practices provisions of this Permit may be deemed to be a material breach of this Permit. Upon a finding duly made that Production Company has failed to comply with the Equal Employment Practices provisions of this Permit, this Permit may be forthwith terminated, cancelled, or suspended.

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49. If the total payments made under this Permit are One Hundred Thousand Dollars ($100,000) or more, this provision shall apply. During the performance of this Permit, Production Company agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), which is incorporated herein by this reference. The failure of Production Company to comply with the Affirmative Action Program provisions of this Permit may be deemed to be a material breach of this Permit. Upon a finding duly made that Production Company has failed to comply with the Affirmative Action Program provisions of this Permit, this Permit may be forthwith terminated, cancelled, or suspended.

50. As applicable, Production Company agrees to comply with the First Source Hiring Program (hereinafter referred to as "FSHP"). The FSHP applies to Production Company conducting filming related activities at LAX only. The FSHP does apply to ONT, PMD, or VNY.

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The undersigned has read, understands and, on behalf of Production Company, agrees to comply with the foregoing conditions, rules and regulations contained herein. The undersigned represents to LAWA that he/she is authorized to sign on behalf of Production Company.

Name (Please Print) David Dewhurst

Title Owner

Signature _____ Date 2/24/15

Project Title Lexus RX

Production Location National Guard Hanger Ontario Airport

Production Company Dewhurst Photography

Address 64 Westbrook Lane

City Phillips Ranch State/Zip Code CA 91766

Telephone 909 319 9570

Dated: _____

CITY OF LOS ANGELES
Department of Airports

By _____
(Signature)

_____
(Print Name)

NOT A PERMIT

JGD

[redacted]

FilmL.A., Inc.
1201 W. 5th St., Suite 800
Los Angeles, CA 90017

ATTACHED IS A <u>FINAL DRAFT</u> OF THE PERMIT FOR WHICH YOU APPLIED.

- **Please review all copies of this final draft permit/rider and attachments.**
- **<u>If you need to make changes</u>, contact your assigned coordinator immediately at (213) 977-8600.**
- **<u>If there are no changes</u>, please indicate approval and acceptance of the permit by entering an authorized signature below. *An authorized signature is acceptable if typed in the following form: /john quincy doe/***
- **Please be advised that your signature hereon will bind the production company to all the terms, conditions and restrictions of the final permit. Your permit is not valid and cannot be used unless and until you enter the information requested below with your signature and return it to FilmL.A. with all attachments.**
- **After you enter your signature and other information below and return it to FilmL.A. with all attachments, we will email you the final permit release copy, from which all "Draft" designations have been removed, for your use and records, in a pdf. (If you do not return your approval by 6 p.m. your permit may not be ready for delivery until the next business day.)**

PERMITTEE (Company Name)	Dewhurst Photography
Signature of Authorized Company Representative Valid signature = /john quincy doe/ (include slashes)	**David Dewhurst**
DATE OF SIGNATURE	3/4/15

By typing your signature above, you certify that you have read and agree to all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions set forth above (collectively, the "Permit Terms"), and you agree to bind the Permittee to all the Permit Terms. You further certify that you have the power and authority to bind the Permittee to the Permit Terms, and you understand and acknowledge that this permit and the Permit Terms constitute a legally-enforceable obligation on Permittee. Your permit is not valid and cannot be used unless and until you sign this document, return it to FilmL.A., and receive a final permit from FilmL.A. from which all "Draft" designations have been removed.

DRAFT & FINAL PERMITS CAN BE SENT ONLY DURING NORMAL BUSINESS HOURS (8:00 am to 6:00 pm).

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GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) This permit does **not** grant Permittee a license to use the Intellectual Property (seals, badges, symbols, etc.) of the Permit Authority. Permittee must receive separate permission/clearance from the Permit Authority to use or film such Intellectual Property. (h) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property.

By the use of this permit, Permittee accepts and agrees to be bound by all the terms, conditions, restrictions and obligations of this permit, including the General Terms, Conditions and Restrictions as set forth above. Permittee further acknowledges that Permittee's signature on file with FilmL.A., Inc. indicates that Permittee accepts and is bound by all the terms, conditions, restrictions and obligations of this permit, including not only the above General Terms, Conditions and Restrictions,but also the Filmmakers Code of Professional Responsibility, Park Film Office Rules, if any, Special Filming Conditions, if any, Lane/Road Closure conditions, if any, and any other term, condition or restriction set forth on the permit and any attachments.

UNOFFICIAL DRAFT

NOT A PERMIT